

AGREEMENT TO SELL AND PURCHASE

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between, **Lance C. Brimhall, DDS**, of 121 4th Street North, Unit 2D, Great Falls, MT 59401, hereinafter referred to as **SELLER**, and **CASCADE COUNTY, MONTANA**, hereinafter referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER is the owner of real property which is described on Exhibit "A" which is attached hereto and by this reference made a part of this Agreement; and

WHEREAS, BUYER desires to purchase the above-described real property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

1. TERMS: SELLER shall sell and BUYER shall purchase the above-described real property for the sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00).
2. TITLE INSURANCE: SELLER shall at their expense furnish BUYER a title policy in the sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) insuring title to the subject property to be vested in BUYER free and clear of title defects except as agreed herein. The BUYER shall have ten (10) days after receipt of a commitment for title insurance in which to object to the same, which objections must be in writing and directed to the SELLER and their attorney. Any title defects the BUYER objects to shall be corrected by the SELLER within thirty (30) days. Failure to cure the same by SELLER will result in this contract being cancelled at the discretion of the BUYER, and SELLER shall not be in breach of this Agreement, or incur any penalty or cost if SELLER is unable or unwilling to cure the title defect(s) objected to by BUYER.

SELLER and BUYER acknowledge that SELLER is currently in the process of a quiet title action for the purpose of quieting title to the real property set forth herein in the name of SELLER. The action has been filed and is in process in the Eighth Judicial District, Cascade County under cause number CDV-18-0642 (Lance Brimhall v. Franz E. Linden, et. al.). SELLER is anticipating that the action will be completed in January 2019, and the parties acknowledge the SELLER is not able to close the transaction until the quiet title action is completed.

3. SELLERS' COVENANTS, WARRANTIES AND REPRESENTATIONS:

- a. Priority of Agreement: During the period from the execution hereof until closing, any agreement of SELLER for the sale, use or occupancy of the property to be conveyed to BUYER hereunder shall be subject to this Agreement and all of the rights of BUYER as specified herein.
- b. Title to Property: SELLER will, at Closing, have good, marketable and insurable title to all of the property free and clear of all mortgages, liens, pledges, encroachments, encumbrances, charges, agreements, claim's restrictions, and rights of parties in possession except BUYER agrees to accept title subject to the following:
 - (i) real property taxes and assessments after the date of closing for the year 2018 and subsequent years;
 - (ii) all exceptions, restrictions, reservations, encumbrances and easements of record, and visible easements; and,
 - (iii) any exceptions on the title commitment not objected to by BUYER.
- c. No Condemnation Pending or Threatened: To the best of SELLER'S knowledge, there are no pending or threatened condemnations, eminent domain or similar proceedings affecting the property or any portion thereof, nor does SELLER have any knowledge that any such action is presently contemplated.
- d. Disclosure of Adverse Facts: To the best of SELLER'S knowledge, there is no significant adverse fact or condition relating to the property which has not been specifically disclosed in writing by SELLER to BUYER, and SELLER to the best of SELLER'S knowledge, knows of no fact or condition of any kind or character whatsoever which has not been disclosed and which materially and adversely affects the property or the operation thereof substantially as conducted by SELLER on the date this offer is accepted by SELLER.
- e. Buyer enters into this Agreement in full reliance upon its independent investigation and judgment. No agreements, verbal or other, modify or affect this Agreement.

Buyer has had an opportunity to inspect the real property and it agrees to buy it as is.

Attached hereto and by this reference made a part of this agreement are the following: